

District of MA (Boston)

In Re: MARK J GILLIS  
STACY GILLIS

Case No: 11-14211

**TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

A CLAIM HAS BEEN FILED IN THIS CASE, or deemed filed under 11 U.S.C. § 1111 (a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in the evidence and notice.

Portfolio Investments II LLC  
-----

Name of Transferee

GE Money Bank/GE Capital Retail Bank  
-----

Name of Transferor

Name and Address where notices to transferee  
should be sent:  
Portfolio Investments II LLC  
c/o Recovery Management Systems Corporation  
25 SE 2nd Avenue Suite 1120  
Miami FL 33131-1605

Court Claim # (if known): 13  
Amount of Claim: \$80 . 21  
Date Claim Filed: 9 / 13 / 2011

Phone: ( 305 ) 379-7674  
Last Four Digits of Acct # :4380

Phone: 305-379-7674  
Last Four Digits of Acct # :4380

Name and Address where transferee payments  
Should be sent (if different from above)

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of knowledge and belief.

By: /s/ Ramesh Singh  
-----

Date: December 7, 2012

Ramesh Singh  
25 SE 2nd Avenue Suite 1120  
Miami FL 33131-1605  
claims@recoverycorp.com  
Transferee/Transferee's Agent

*Penalty for making a false statement:* Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571

**ASSIGNMENT OF ACCOUNTS  
AND WAIVER OF NOTICE OF TRANSFER OF CLAIMS**

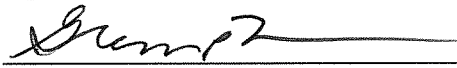
General Electric Capital Corporation, GE Capital Retail Bank, GEMB Lending, Inc., Monogram Credit Services, L.L.C., RFS Holding, L.L.C., and GEM Holding, L.L.C ("Seller"), for value received, transfers, sells, assigns, conveys, grants and delivers to Capital Recovery, LLC all right, title and interest in and to (i) Seller's consumer accounts ( 37,750 accounts, \$31,917,295.81 in face value) which are described on computer files furnished by Seller to Buyer in connection herewith (each, an "Account"); (ii) all judgments and awards obtained in connection with any such Account; and (iii) all proceeds of such accounts after the close of business on June 29, 2012.

Pursuant to the foregoing assignment, Seller stipulates that Buyer may be substituted for Seller as the valid owner of the Accounts and hereby waives any notice or hearing requirements imposed by, or right to object pursuant to, Bankruptcy Rule 3001(e)(2) or otherwise. Seller further consents to the attachment of a copy of this Assignment to a Notice of Transfer of Claim filed by Buyer pursuant to said rule.

This Assignment is subject to the terms of the Bankruptcy Receivables Forward Flow Purchase Agreement dated December 15, 2011, between Seller and Buyer (the Agreement) without representations and warranties of any kind or character except as set forth therein.

DATE: June 19, 2012

GE Capital Retail Bank

By: 

Glenn Marino

Title: EVP \_\_\_\_\_

General Electric Capital Corporation

By: 

Glenn Marino

Title: Vice President \_\_\_\_\_

GEMB Lending, Inc.

By: \_\_\_\_\_

Stephen Motta

Title: Director \_\_\_\_\_

Monogram Credit Services, L.L.C.

By: Glenn P2

Glenn Marino

Title: President

RFS Holding, L.L.C

By: \_\_\_\_\_

Joseph Ressa

Title: CFO

GEM Holding, L.L.C

By: \_\_\_\_\_

Joseph Ressa

Title: CFO

**ASSIGNMENT OF ACCOUNTS  
AND WAIVER OF NOTICE OF TRANSFER OF CLAIMS**

General Electric Capital Corporation, GE Capital Retail Bank, GEMB Lending, Inc., Monogram Credit Services, L.L.C., RFS Holding, L.L.C., and GEM Holding, L.L.C. ("Seller"), for value received, transfers, sells, assigns, conveys, grants and delivers to Capital Recovery, LLC all right, title and interest in and to (i) Seller's consumer accounts ( 37,750 accounts, \$31,917,295.81 in face value) which are described on computer files furnished by Seller to Buyer in connection herewith (each, an "Account"); (ii) all judgments and awards obtained in connection with any such Account; and (iii) all proceeds of such accounts after the close of business on June 29, 2012.

Pursuant to the foregoing assignment, Seller stipulates that Buyer may be substituted for Seller as the valid owner of the Accounts and hereby waives any notice or hearing requirements imposed by, or right to object pursuant to, Bankruptcy Rule 3001(e)(2) or otherwise. Seller further consents to the attachment of a copy of this Assignment to a Notice of Transfer of Claim filed by Buyer pursuant to said rule.

This Assignment is subject to the terms of the Bankruptcy Receivables Forward Flow Purchase Agreement dated December 15, 2011, between Seller and Buyer (the Agreement) without representations and warranties of any kind or character except as set forth therein.

DATE: June 19, 2012

GE Capital Retail Bank

By: \_\_\_\_\_

Glenn Marino

Title: EVP \_\_\_\_\_

General Electric Capital Corporation

By: \_\_\_\_\_

Glenn Marino

Title: Vice President \_\_\_\_\_

GEMB Lending, Inc.

By: StA \_\_\_\_\_

Stephen Motta

Title: Director \_\_\_\_\_

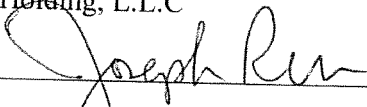
Monogram Credit Services, L.L.C.

By: \_\_\_\_\_

Glenn Marino

Title: \_President\_\_\_\_\_

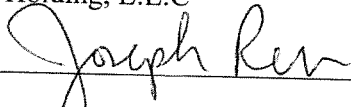
RFS Holding, L.L.C

By: \_\_\_\_\_

Joseph Ressa

Title: \_CFO\_\_\_\_\_

GEM Holding, L.L.C

By: \_\_\_\_\_

Joseph Ressa

Title: \_\_CFO\_\_\_\_\_

**ASSIGNMENT OF ACCOUNTS AND  
WAIVER OF NOTICE OF TRANSFER OF CLAIMS**

CAPITAL RECOVERY, LLC ("Seller") without recourse, assigns and delivers to Portfolio Investments II, LLC ("Buyer") all right, title and interest in and to (i) certain unsecured consumer line of credit accounts and consumer credit card accounts (the "Accounts") which are described on computer files furnished by Seller to Buyer, (ii) all judgments or awards obtained in connection with the Accounts, (iii) all causes of action, arising under, from, on or in connection with the Accounts against all individual holders of the Accounts and any other person or entity with interest therein, and (iv) all proceeds of such Accounts received on or after the date the applicable computer file is created for delivery to Buyer.

Pursuant to the foregoing assignment, Seller stipulates that Buyer may be substituted for Seller as the valid owner of the Accounts and hereby waives any notice and hearing requirements imposed by, or right to object pursuant to, Bankruptcy Rule 3001 (e) (2) or otherwise. Seller further consents to the attachment of a copy of the Assignment to a Notice of Transfer of Claim filed by Buyer pursuant to said rule. A copy of this document shall have the same force and effect as the original.

IN WITNESS WHEREOF, Seller has signed and delivered this instrument on the 29<sup>th</sup> day of June, 2012.

CAPITAL RECOVERY, LLC



By: \_\_\_\_\_

Ramesh Singh  
Chief Financial Officer